

ATTACHMENT 02 - NETWORK INTERCONNECTION

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1.0 Introduction

- 1.1 This Attachment to the Agreement between the Parties sets forth rates, terms, and conditions under which the Parties shall provide interconnection with each other's networks for the transmission and routing of Authorized Services traffic.

2.0 Network Interconnection Methods

- 2.1 Interconnection shall be provided at a level of quality equal to that which AT&T ILLINOIS provides to itself, to any Affiliates, or to any other Telecommunications Carrier. **The Interconnection provided herein may not be used solely for the purpose of originating a Party's own interexchange traffic.**
- 2.1.1 The Parties may utilize any method of Interconnection described in this Attachment. Unless otherwise specified in this Attachment, each Party is financially responsible for the provisioning of facilities on its side of the **negotiated** POI(s). Each Party is responsible for the appropriate sizing, operation and maintenance of the transport facility to its side of the POI(s). The Parties agree to provide sufficient facilities for the trunk groups as set forth in Section 4.0 below for the exchange of traffic between Sprint and AT&T ILLINOIS.
- 2.1.2 ***Nothing in this Agreement will limit either Party's ability to modify its network, including, without limitation, the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any such modifications to its network which will materially impact the other Party's service consistent with the timelines established by the FCC in the Second Report and Order, CC Docket 96-98. The Parties will be solely responsible, at their own expense, for the overall design of their Telecommunications Services and for any redesigning or rearrangement of their Telecommunications Services which may be required because of the other Party's modifications, including, without limitation, changes in Facilities, operations or procedures, minimum network protection criteria, or operating or maintenance characteristics of Facilities. To the extent such redesign or rearrangement requires changes or arrangements not contemplated by this Agreement, the Parties will negotiate appropriate changes or arrangements. AT&T ILLINOIS' network is partly comprised of End Office Switches, Local Only Tandem Switches, Local/IntraLATA Tandem Switches, Local/Access Tandem Switches and Access Tandem Switches. AT&T ILLINOIS' network architecture in any given local Exchange Area and/or LATA can vary markedly from another local Exchange Area/LATA. Using one or more of the NIMs herein, the Parties will agree to a physical architecture plan for a specific Interconnection area. A physical architecture plan will, at a minimum, include the location of Sprint's switch(es) and AT&T ILLINOIS' End Office Switch(es) and/or Tandem Switch(es) to be interconnected, the facilities that will connect the two (2) networks and which Party will provide (be financially responsible for) the Interconnection facilities. At the time of implementation in a given local Exchange Area or LATA the plan will be documented and signed by appropriate representatives of the Parties, indicating their mutual agreement to the physical architecture plan.***
- 2.1.3 **A Party seeking to change the physical architecture plan shall provide thirty (30) calendar days advance written Notice of such intent. After Notice is served, the normal project planning process as described in Section 2.0 above will be followed for all physical architecture plan changes.**
- 2.1.4 In the event that a Party deploys new switches ***or otherwise seeks to modify existing network architecture*** after the Effective Date of the Agreement, such Party will provide reasonable advance notice of such change to the other Party, and the Parties will work cooperatively to accomplish all necessary network changes.
- 2.1.5 Sprint may designate the interconnection method from the following:
- 2.1.5.1 Sprint and AT&T ILLINOIS will interconnect directly in each LATA in which they exchange ***Authorized Services traffic*** **IntraMTA Traffic and Switched Access Services traffic** using Trunk Side terminations at voice grade, DS0 or DS1 level.; ***or***
- 2.1.5.2 ***Sprint and AT&T ILLINOIS will interconnect directly using IP Interconnection Facilities to exchange Authorized Services traffic where the Parties exchange IP data traffic. When Sprint***

designates IP Interconnection in accordance with this Agreement, the Parties will engage in operational discussions to establish IP Interconnection in an expeditious manner.

2.1.5.3 Physical/Virtual Collocation interconnection per the Collocation Attachment to this Agreement using Trunk Side terminations at voice grade, DS0 or DS1 level; or

2.1.5.4 Fiber Meet Point; or

2.1.5.5 ***Indirect Interconnection using the services of an intermediate carrier that is directly interconnected with each of the Parties' respective networks; or***

2.1.5.6 Any method resulting from a Sprint request made pursuant to the Bona Fide Request process set forth in the General Terms and Conditions; or

2.1.5.7 Any other method(s) mutually agreed to by the Parties.

2.1.6 Facilities will be planned for in accordance with the trunk forecasts exchanged between the Parties, as described in Section 4.4 below.

2.2 Point Of Interconnection ("POI") Options:

2.2.1 ***Except where the Parties utilize IP Interconnection, the location of the POI(s) will be as follows:***

2.2.1.1 The Parties will interconnect their network facilities at a minimum of one Sprint designated POI on AT&T ILLINOIS' network in the LATA where the Parties exchange traffic.

2.2.1.2 The Parties agree that Sprint has the right to choose a single POI or multiple POIs.

2.2.1.3 **When Sprint has established a single POI (or multiple POIs) in a LATA, Sprint agrees to establish an additional POI:**

2.2.1.3.1 **at an AT&T ILLINOIS tandem within a TSA separate from the existing POI arrangement when traffic through the existing POI arrangement to that AT&T ILLINOIS tandem exceeds twenty-four (24) DS1s at peak over three (3) consecutive months; or**

2.2.1.3.2 **at an AT&T ILLINOIS End Office in a local calling area not served by an AT&T ILLINOIS Tandem for IntraMTA Traffic when traffic through the existing POI arrangement to that local calling area exceeds twenty-four (24) DS1s at peak over three (3) consecutive months.**

2.2.1.3.3 **The additional POI(s) will be established within ninety (90) calendar days of notification that the threshold has been met.**

2.2.1.4 Notwithstanding the foregoing, Sprint may establish a POI at any other technically feasible location on the AT&T ILLINOIS' network within the LATA ***or Sprint may remove any previously established POIs for Sprint network optimization, subject to the other requirements of this Section 2.2.***

2.2.1.5 Any other mutually agreeable location.

2.2.2 ***When Sprint designates IP Interconnection and the Parties utilize IP Interconnection, Sprint and ATT ILLINOIS will exchange Authorized Services traffic at the existing internet exchange points ("IXP" or "IP POI"), where they are currently interconnected (e.g., Los Angeles, San Jose, Seattle, Chicago, Dallas, D.C. Metro, Miami, New York City, and or Atlanta) or such additional IP POIs as may be mutually agreed. Where the Parties utilize IP Interconnection, each Party is responsible for the cost of establishing IP connection from its network to the IP POI, including any TDM-IP media gateway conversions, ports on its network edge router, port charges on the carrier hotel Ethernet switch and any carrier hotel fees for its collocated equipment or any IP transit costs associated with reaching the IP POI.***

3.0 Interconnection Facilities.

3.1 Terms for Use of Facilities

- 3.1.1 **Nothing in this Agreement shall be construed as authorizing Sprint to use the Facilities to deliver land-to-mobile traffic that it receives from AT&T ILLINOIS to a facilities-based Competitive Local Exchange Carrier ("CLEC"), or an Incumbent Local Exchange Carrier ("ILEC"), or an Out-of-Exchange Local Exchange Carrier ("OELEC") or another CMRS provider other than Sprint (i.e., the final destination of land-to-mobile traffic delivered from AT&T ILLINOIS is Sprint's End Users) and Sprint may not forward any such traffic to any Third-Party.**
- 3.1.2 **Nothing in this Agreement shall be construed as authorizing Sprint to use the Facilities to aggregate traffic from a facilities-based CLEC, or an ILEC, or another CMRS provider, or an OELEC, and use the Facilities to deliver such traffic to AT&T ILLINOIS (i.e., mobile-to-land traffic delivered from Sprint to AT&T ILLINOIS must be from Sprint's End Users and may not be from any other Third Party). For the avoidance of doubt, traffic from another Telecommunication Carrier's End Users does not constitute Authorized Services traffic.**
- 3.1.3 ***Nothing in this Agreement shall be construed to prohibit Sprint from using the Interconnection Facilities to deliver any Authorized Services traffic to or from any Third-Party.***

3.2 Technical Interfaces

- 3.2.1 The Interconnection facilities provided by each Party shall be formatted using either Alternate Mark Inversion (AMI) line code with Superframe format framing or Bipolar 8-Zero Substitution with Extended Superframe (B8ZS ESF) format framing or any mutually agreeable line coding and framing.

- 3.3 ***Subject to Section 3.9.1, e***Each Party shall be responsible for providing its own or leased **transport** Facilities to route calls to the POI on the other Party's network. Each Party may construct its own Facilities, or it may purchase or lease the Facilities from a Third Party, or ***Sprint*** it may purchase or lease the **Interconnection Facilities** from AT&T ILLINOIS the other Party, if available, pursuant to Section 3.5 below.

- 3.4 ***When Sprint obtains such services from AT&T ILLINOIS,*** Sprint is solely responsible, including financially, for the ***DS1*** Facilities that carry Operator Services/Directory Assistance ("OS/DA"), ***or*** E911, ***and Mass Calling*** Trunk Groups.

3.5 Leased Interconnection Facilities

- 3.5.1 **When Sprint does not elect to collocate transport terminating equipment at an AT&T ILLINOIS Tandem or End Office, Sprint may self provision facilities, deploy third party interconnection facilities, or lease existing Entrance Facilities from AT&T ILLINOIS.**
- 3.5.2 AT&T ILLINOIS shall provide Sprint existing Interconnection Facilities when used **solely** for Interconnection purposes within the meaning of Section 251(c)(2) of the Act, i.e., for the transmission and routing of telephone exchange service and/or exchange access service, at the TELRIC based rates set forth in the Pricing Sheets ***attached hereto and incorporated by this reference.*** An Interconnection Facility is existing if, at the time of Sprint's request, the facility is present in AT&T ILLINOIS' network and available for use as an Interconnection Facility and no special construction is required.
- 3.5.3 Sprint may not purchase Interconnection Facilities pursuant to this Agreement for any other purpose, including, without limitation (i) as unbundled network elements under Section 251(c)(3) of the Act, (ii) for backhauling traffic (e.g., to provide a final link in the dedicated transmission path between Sprint's customer and Sprint's switch, or to carry traffic to and from its own end users), or (iii) **911, OS/DA, High Volume Call In ("HVCI")** Trunk Groups.
- 3.5.4 **Sprint must submit Access Service Requests ("ASRs") to AT&T ILLINOIS to perform conversions for reclassifications of the wholesale service or group of wholesale services to an Interconnection Facility purchased pursuant to this Agreement and at the rates referenced in the Pricing Sheets. AT&T ILLINOIS will follow project guidelines as described in Section 4.6.4.**

3.5.5 Interconnection Facility Audits

- 3.5.5.1 AT&T ILLINOIS may audit Sprint's compliance with the use of Interconnection Facilities for Interconnection purposes by obtaining and paying for an independent auditor to audit, on no more frequently than an annual basis (consecutive 12 month period following the commencement of an audit), Sprint's compliance with the conditions set forth in Sections 3.5.1-3.5.4 above ("Entrance Facility Requirements").
- 3.5.5.2 AT&T ILLINOIS will send such Audit Notice to Sprint no less than thirty (30) calendar days prior to the date upon which AT&T ILLINOIS seeks to commence an audit and shall identify the independent auditor.
- 3.5.5.3 The independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants, which will require the auditor to perform an "examination engagement" and issue an opinion that includes the auditor's determination regarding Sprint's compliance with the Interconnection Facility Requirements.
- 3.5.5.4 The independent auditor's report will conclude whether Sprint complied in all material respects with the Interconnection Facility Requirements. AT&T ILLINOIS shall provide Sprint with a copy of the independent auditor's report within ten (10) business days from the date of receipt. The independent auditor's report shall state the scope of the audit that was performed.
- 3.5.5.5 If the auditor's report concludes that Sprint failed to comply with the Interconnection Facility Requirements, Sprint must:
- 3.5.5.5.1 submit orders to AT&T ILLINOIS to either convert all noncompliant Entrance Facilities to the equivalent or substantially similar wholesale service or disconnect non-compliant facilities within 45 days of the date Sprint receives a copy of the auditor's report;
 - 3.5.5.5.2 remit payment in accordance with the payment provisions of the Agreement for true-up charges assessed by AT&T ILLINOIS for the difference between the amount billed by AT&T ILLINOIS and the amount that AT&T ILLINOIS would have billed had Sprint purchased the Entrance Facilities from the applicable AT&T ILLINOIS tariff at month-to-month rates plus late payment charges from the date that the noncompliance of the Entrance Facility Requirements, in whole or in part, began. AT&T ILLINOIS reserves its rights to make the effective bill date for conversions 45 days after Sprint's receipt of a copy of the auditor's report;
 - 3.5.5.5.3 reimburse AT&T ILLINOIS for 100% of the cost of the independent auditor if the number of circuits found to be non-compliant is 10% or greater than the number of circuits investigated. If the number of circuits found to be non-compliant is less than 10%, Sprint will reimburse AT&T ILLINOIS in an amount that is in direct proportion to the number of circuits found to be non-compliant.
- 3.5.5.6 With respect to any noncompliant Interconnection Facility for which Sprint fails to submit a conversion or disconnect order or dispute the auditor's finding to the Commission within such 45-day time period, AT&T ILLINOIS may initiate and effect such a conversion. AT&T ILLINOIS will take reasonable steps to avoid disruption to Sprint's customers' service or degradation in service quality in the case of conversion. AT&T ILLINOIS reserves its rights to make the effective bill date for conversions 45 days after Sprint's receipt of a copy of the auditor's report. In no event shall rates set under Section 252(d)(1) apply for the use of any Interconnection Facility for any period in which the Interconnection Facility does not meet the Interconnection Facility Requirements.

- 3.5.5.7 ***If AT&T ILLINOIS provides written Notice that Sprint has not complied with the use of the Interconnection Facilities in accordance with this Agreement, and If Sprint disagrees as to the findings or conclusions of the auditor's report, Sprint shall provide Notice requesting dispute resolution to AT&T ILLINOIS pursuant to Section 12.0, Dispute Resolution of the General Terms and Conditions of the Agreement. Such dispute resolution discussions shall follow be completed with fourteen (14) days. The Dispute Resolution process set forth in the General Terms and Conditions of the Agreement shall not apply to a dispute of the findings or conclusions of the auditor's report. At the conclusion of this fourteen (14) day period, Sprint may file a complaint at the Commission.***
- 3.5.5.8 ***If Sprint initiates a proceeding at the Commission, Sprint may elect to pay into an escrow account the true up amount, and on a monthly basis prospectively the difference between the rates set forth in the Agreement and the month-to-month rates in the applicable AT&T ILLINOIS tariff in lieu of AT&T converting the Entrance Facilities identified in Sprint's dispute resolution before the Commission pending resolution. If the Commission upholds the auditor's finding, the disputed amounts held in escrow shall be paid to AT&T ILLINOIS and AT&T ILLINOIS shall retain any disputed amounts already paid by Sprint in addition to late payment charges.***

3.6 Fiber Meet Point:

- 3.6.1 While Fiber Meet Point interconnection is a method of interconnection available to Sprint, Sprint does not use or intend to use Fiber Meet Point interconnection. Where Sprint wishes to use Fiber Meet Point, the Parties will negotiate an amendment to this Agreement. If the Parties cannot agree as to the terms and conditions of such amendment, it will constitute a dispute and be subject to the dispute resolution provisions of Section 12 of this Agreement.

3.7 Responsibilities of the Parties:

- 3.7.1 ***For each local Interconnection within an AT&T ILLINOIS area, Sprint shall provide written notice to AT&T ILLINOIS of the need to establish Interconnection in each local Exchange Area or Sprint shall provide all applicable network information on forms acceptable to AT&T ILLINOIS (as set forth in AT&T ILLINOIS' CLEC Handbook, published on the AT&T CLEC Online website).***
- 3.7.2 ***Upon receipt of Sprint's Notice to interconnect, the Parties shall schedule a meeting to document the network architecture (including trunking) as discussed in Section 2.1.2 above. The Interconnection Activation Date for an Interconnection shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors.***
- 3.7.3 ***Either Party may add or remove switches. The Parties shall provide one hundred and twenty (120) calendar days written Notice to establish such Interconnection; and the terms and conditions of this Attachment will apply to such Interconnection.***
- 3.7.4 The Parties recognize that a facility handoff point ***must be established at the POI, usually at a distribution frame, must be agreed upon*** to establish the demarcation point for maintenance and provisioning responsibilities for each Party on its side of the POI.

3.8 Interconnection Facilities Costs

- 3.8.1 ***Beginning with the Effective Date, regardless of how previously ordered, all recurring and non-recurring rates and charges ("Rates/Charges") charged by AT&T ILLINOIS for Interconnection Facilities that AT&T ILLINOIS provides to Sprint shall be provided at forward looking TELRIC (Total Element Long Run Incremental Cost) based rates.***
- 3.8.2 ***For purposes of effecting TELRIC based rates the following will apply on a DS1/DS1 equivalents basis:***

- 3.8.2.1 *The rate charged by AT&T ILLINOIS for Interconnection Facilities will be the Rates/Charges set forth in the Pricing Sheets (the TELRIC-based rates established by the Illinois Commerce Commission in Docket No96-0569 and 96-0486); or*
- 3.8.2.2 *Upon approval by the Commission of an AT&T ILLINOIS forward looking economic cost study in any arbitration proceeding or other cost proceeding subsequent to the effective date of this Agreement, such approved TELRIC-based Rates/Charges shall be immediately available to Sprint without amendment to the Agreement and or Pricing Sheets.*
- 3.8.3 *AT&T ILLINOIS shall implement all changes or reductions for previously established Interconnection Facilities as non-chargeable record-keeping billing adjustments at its own cost, and shall not impose any disconnection, re-connection, or re-arrangement requirements or charges of any type upon Sprint as a pre-requisite to Sprint receiving such reduced TELRIC based Rates/Charges for Interconnection Facilities. AT&T ILLINOIS and Sprint will cooperate to identify the existing Interconnection Facilities and implement the rate changes or reductions on a project basis within 90 calendar days of the Effective Date of this Agreement. For the sake of clarity, AT&T ILLINOIS will true-up and implement the billing adjustments retroactively to the Effective Date of the Agreement.*
- 3.8.4 *Neither Party intends to charge rearrangement, reconfiguration, disconnection, termination or other non-recurring fees that may be associated with the initial reconfiguration of either Party's network Interconnection arrangement to conform to the terms and conditions contained in this Agreement.*

3.9 **Interconnection Facilities Sharing**

- 3.9.1 *As of the Effective Date the recurring and non-recurring costs of Interconnection Facilities utilizing two-way Trunks shall be equally shared by the Parties. AT&T ILLINOIS shall not charge Sprint for any costs associated with the origination or delivery of any Third Party traffic delivered by AT&T ILLINOIS to Sprint.*
- 3.9.2 *When a Party establishes Interconnection Facilities using one-way Trunks, the Party utilizing such Facility is responsible for all recurring and non-recurring costs of that Facility.*
- 3.9.3 *Except to the extent otherwise provided in Section 3.8 and this Section 9 as may be mutually agreed by the Parties, billing for Interconnection Facilities will be on a monthly basis, with invoices rendered and payments due in the same time frames and manner as billings for other services subject to the terms and conditions of this Agreement.*
- 3.9.3.1 *Unless another process is mutually agreed to by the Parties, on each invoice rendered by a Party for Interconnection Facilities utilizing two-way trunking, the Billing Party will reduce its charges for such Facilities by 50%. The Billing Party will reflect such reduction on its invoice as a dollar credit reduction to the Interconnection Facilities charges to the Billed Party, and also identify such credit by circuit identification number(s) on a per DS-1 equivalents basis.*

3.10 **Ancillary Services Traffic:**

- 3.10.1 *When delivering Ancillary Services traffic to AT&T ILLINOIS **as an abbreviated dialing code**, Sprint shall provide Facilities and connections in each LATA dedicated solely for **such** Ancillary Services traffic. Ancillary Service traffic requires a dedicated Facility. The connection used must be an Ancillary Services Connection.*
- 3.10.2 *The provision of 911 and/or E911 Services is addressed in Attachment 05 911/E911. For the provision of 911 and/or E911 Services, Sprint may provide its own Facilities or purchase Facilities from a Third Party to connect its network with AT&T ILLINOIS's E911 Selective Router. Alternatively, Sprint may purchase appropriate Facilities from AT&T ILLINOIS's applicable tariffs*
- 3.10.3 *This Section 3.10 applies only in states where Type 2-C interfaces are available from AT&T ILLINOIS. As a further alternative in such states, Sprint also may purchase Facilities employing a Type 2-C interface from AT&T ILLINOIS, at rates found in the applicable AT&T ILLINOIS tariff.*

4.0 Trunking

- 4.1 This Section 4 describes the **use of required and optional** Trunk Groups **for IntraMTA Traffic, Switched Access Services traffic, Mass Calling, 911/E911, Operator Services and Directory Assistance traffic.**
- 4.1.1 AT&T ILLINOIS and Sprint will exchange traffic over their networks in connection with Sprint's Authorized Services, in accordance with the provisions of this Agreement. **Sprint shall deliver all traffic subject to this Agreement destined to terminate on AT&T ILLINOIS network through Trunks obtained pursuant to this Agreement.** The exchange of one-way Paging Traffic between the Parties' respective networks is not authorized under this Agreement. If the Parties have one-way Paging Traffic to exchange, a separate one-way Paging **interconnection** agreement must be negotiated and executed for such traffic.
- 4.2 Trunking Descriptions:
- 4.2.1 Type 1 Trunks: Provide a one-way Trunk Side connection between an AT&T ILLINOIS End Office Switch and Sprint's MSC. Type 1 Trunks will be used for the transmission and routing of Ancillary Services traffic.
- 4.2.2 Type 2A Trunks: Provide a Trunk Side connection between an AT&T ILLINOIS Tandem Office Switch and Sprint's MSC. **Sprint-to-AT&T ILLINOIS traffic on a Type 2A Interconnection Trunk Group must be destined for an NPA-NXX residing in an AT&T ILLINOIS End Office Switch that homes on that AT&T ILLINOIS Tandem Office Switch.** Type 2A Trunks may be one-way or two-way.
- 4.2.3 Type 2A **IntraMTA/Equal Access** Combined Trunk Groups: Provide a Trunk Side connection between Sprint's MSC and an AT&T ILLINOIS Access Tandem, where AT&T ILLINOIS is able to record Sprint-originated traffic to an IXC. **Combined IntraMTA/Equal Access** Trunk Groups carry **IXC Exchange Access interexchange access** traffic and **other Authorized services local** traffic. This Trunk Group requires an interface utilizing equal access signaling. **A separate Type 2A Equal Access Trunk Group is only required when (a) Sprint originates traffic destined to an IXC via the AT&T ILLINOIS tandem and (b) the AT&T ILLINOIS tandem is not able to record such Sprint originated traffic to an IXC. Under such circumstances Sprint will also provide to AT&T ILLINOIS, using industry standard data record formats, recordings of all calls (both Completed Calls and attempts) to IXCs from Sprint's network using Trunks employing the a Type 2A connection.**
- 4.2.4 **Type 2A Equal Access Trunk Groups: Provide a Trunk Side connection between Sprint's network and an AT&T ILLINOIS Access Tandem. Equal Access Trunk Groups carry Exchange Access interexchange access traffic to or from an IXC. This Trunk Group requires an interface utilizing equal access signaling.**
- 4.2.4.1 **In AT&T ILLINOIS a separate Type 2A Equal Access Trunk Group is required when (a) Sprint designates an AT&T ILLINOIS access tandem in the LERG as its serving access tandem or (b) Sprint originates traffic destined to an IXC and the AT&T ILLINOIS access tandem is not able to record Sprint-originated traffic to an IXC. Under such circumstances Sprint will also provide to AT&T ILLINOIS, using industry standard data record formats, recordings of all calls (both Completed Calls and attempts) to IXCs from Sprint's network, using Trunks employing a Type 2A connection.**
- 4.2.5 Type 2B Trunks: Provide a Trunk Side connection between Sprint's MSC and AT&T ILLINOIS End Office Switch, providing the capability to access only subscribers served by that End Office Switch. Type 2B is a one-way mobile-to-land or land-to-mobile Trunk Group (and two-way, where available) and is available where Facilities and equipment permit.
- 4.2.6 Type 2C Trunks: Provide a one-way terminating Trunk Side connection between Sprint's MSC and AT&T ILLINOIS's E911 Selective Router equipped to provide access to E911 services.
- 4.2.7 Type 2D Trunks: Provide a direct voice-grade transmission path to a LEC Operator Services System (OSS) switch.
- 4.2.7.1 Directory Assistance and/or Operator Services traffic may be delivered through a dedicated Trunk Group to an AT&T ILLINOIS Operator Services switch.

4.3 Trunking Requirements:

- 4.3.1 Trunk Groups dedicated to the exchange of Authorized Services will be established between the Parties' switches. For the purpose of this Agreement in AT&T ILLINOIS only, ***except as otherwise provided in this Section 4.3***, neither Party will charge the other Party monthly recurring charges ***associated with for Interconnection Trunks (i.e., Trunks established for the mutual exchange of IntraMTA Traffic); however, AT&T ILLINOIS may charge the non-recurring charge identified on the Pricing Sheet, if any, which will be a TELRIC-based rate and equally shared by the Parties***. For avoidance of doubt, AT&T ILLINOIS retains its right to bill, ***as otherwise provided in this Agreement***, for the DS1s utilized for Interconnection Trunk Groups, independent of Interconnection Trunks.
- 4.3.1.1 ***Mass Calling Trunks are Interconnection Trunks subject to Section 4.3.7 of this Agreement;***
- 4.3.1.2 ***911 Trunks are subject to the non-recurring and monthly recurring charges, identified on the Pricing Sheet. If AT&T ILLINOIS provides 911 Trunks to any other carrier at lower charge(s), AT&T ILLINOIS will provide such lower charge(s) to Sprint;***
- 4.3.1.3 ***Sprint does not obtain OS/DA services from AT&T and, therefore, no OS/DA Trunks will be provisioned under this Agreement.***
- 4.3.2 Trunk Groups will be established as two-way except (a) where it is not Technically Feasible for AT&T ILLINOIS to provide the requested two-way Trunk Groups, or (b) where ***Sprint requests the Parties mutually agree to*** the use of one-way Trunk Groups. Where two-way Trunk Groups are not established, each Party will establish one-way Trunk Groups between the Parties' respective interconnected switches. Two-way Trunk Groups may only be used for the delivery of traffic in both directions.
- 4.3.3 **Multiple Trunk Groups may be provisioned between an AT&T ILLINOIS switch and a Sprint switch, at the sole discretion of AT&T ILLINOIS, and only with the following requirements: For unique routing, Sprint shall provide all required routing information including a separate and distinct CLLI code for each Trunk Group, and specific NPA/NXX routing directions. Duplicate Trunk Groups serving the same function are not permitted.**
- 4.3.4 Sprint shall establish Interconnection Trunks to all AT&T ILLINOIS Tandems in each LATA where the Parties mutually exchange IntraMTA Traffic, or in the event Sprint has no MSC in the LATA, from Sprint's designated ***point of presence POI(s)*** within the LATA. ***AT&T ILLINOIS does not provide Inter-tandem switching, but AT&T will provide, at no cost to Sprint, connecting facility assignment ("CFA") for the establishment of such Interconnection Trunks from the POI to additional AT&T ILLINOIS tandems or end offices as may be necessary.***
- 4.3.5 **AT&T ILLINOIS provided Type 1 interfaces will be as described above. Any non-Trunk Side Message Treatment ("TSM") form of Type 1 interface will be eliminated within ninety (90) days of the Effective Date of this Agreement.**
- 4.3.6 Direct End Office Trunking ("DEOT"):
- 4.3.6.1 The Parties shall establish a one-way mobile-to-land or land-to-mobile (or two-way where available) DEOT when actual or projected total End Office Switch traffic requires twenty-four (24) or more Trunks ***over three (3) consecutive months, or when AT&T ILLINOIS's End Office Switch is not served by an AT&T ILLINOIS Tandem Office Switch. Where DEOTS are established AT&T will provide, at no cost to Sprint, connecting facility assignment ("CFA") for the establishment of such DEOTs.*** If the DEOT is designed to overflow, the traffic will be alternately routed to the appropriate AT&T ILLINOIS Tandem. DEOTs established as direct finals will not overflow from either direction to any alternate route.
- 4.3.6.2 **Should Sprint fail to comply with this Section 4.3.6 above, AT&T ILLINOIS reserves the right, at its sole discretion, to restrict provisioning of additional Trunks at the Tandem.**
- 4.3.7 Mass Calling, (i.e., High Volume Call In network architecture) Trunk Group AT&T ILLINOIS ("Mass Calling"):

- 4.3.7.1 **Separate high-volume calling (HVCI) trunk groups may be required for high-volume customer calls (e.g., radio contest lines). However, where Sprint has the capability to perform call gapping or code gapping, with the effect of choking traffic to the HVCI/Mass Calling customer, Sprint shall not be required to establish an HVCI/Mass Calling trunk. If the need for HVCI trunk groups are identified by either Party and Sprint does not have the capability to perform call gapping or code gapping, a Party may initiate a meeting at which the Parties will negotiate where HVCI Trunk Groups may need to be provisioned to ensure network protection from HVCI traffic. A dedicated Trunk Group shall be required to the designated Public Response Mass Calling Network Access Tandem in each serving area. This Trunk Group shall be one-way outgoing only and shall utilize Multi-Frequency ("MF") signaling. As the Mass Calling Trunk Group is designed to block all excessive attempts toward Mass Calling NXXs, it is necessarily exempt from the one percent (1%) blocking standard described in Section 4.6.3 below for other final Trunk Groups. Sprint will have administrative control for the purpose of issuing ASRs and/or WSRs on this one-way Trunk Group. The Parties will not exchange live traffic until successful testing is completed by both Parties.**

4.3.7.1.1 **Mass Calling Trunk Groups (Table 1) shall be sized as follows:**

Table 1	
<u>Number of End Users</u>	<u>Number of Mass Calling Trunks</u>
<u>0 – 10,000</u>	<u>2</u>
<u>10,001 – 20,000</u>	<u>3</u>
<u>20,001 – 30,000</u>	<u>4</u>
<u>30,001 – 40,000</u>	<u>5</u>
<u>40,001 – 50,000</u>	<u>6</u>
<u>50,001 – 60,000</u>	<u>7</u>
<u>60,001 – 75,000</u>	<u>8</u>
<u>75,000 +</u>	<u>9 maximum</u>

- 4.3.7.2 **If Sprint should acquire a Mass Calling End User, (e.g., a radio station), Sprint shall notify AT&T ILLINOIS at least sixty (60) days in advance of the need to establish a one-way outgoing SS7 or MF Trunk Group from the AT&T ILLINOIS Mass Calling serving office to the Sprint End User's serving office. Sprint will have administrative control for the purpose of issuing ASRs and/or WSRs on this one-way Trunk Group.**

- 4.3.7.2.1 **If Sprint finds it necessary to issue a new Mass Calling telephone number to a new or existing Mass Calling End User, then Sprint may request a meeting to coordinate with AT&T ILLINOIS the assignment of Mass Calling telephone number from the existing Mass Calling NXX. In the event that Sprint establishes a new Mass Calling NXX, Sprint must notify AT&T ILLINOIS a minimum of ninety (90) days prior to deployment of the new Mass Calling NXX. AT&T ILLINOIS will perform the necessary translations in its End Offices and Tandem(s) and issue ASRs and/or WSRs to establish a one-way outgoing SS7 or MF Trunk Group from the AT&T ILLINOIS Public Response Mass Calling Network Access Tandem to Sprint's Mass Calling serving office.**

4.3.8 911/E911:

- 4.3.8.1 See Attachment E911Universal Emergency Number Service for Trunk requirements.

4.4 Trunk Forecasting

- 4.4.1 Sprint agrees to provide forecasts for Interconnection Trunks or Trunk Groups on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the AT&T

ILLINOIS' forecast. These non-binding forecasts should include yearly forecasted trunk quantities for all appropriate trunk groups for a minimum of three years. When the forecast is submitted, the Parties agree to discuss and review the forecast submitted by Sprint. As part of the review process, AT&T ILLINOIS will share any network plans or changes with Sprint that would impact the submitted forecast.

- 4.4.2 Trunk forecasts shall include yearly forecasted Trunk quantities by Tandem and subtending End Offices. Identification of each Trunk will be by the "from" and "to" Common Language Location Identifiers (CLLI), as described in Telcordia Technologies documents BR 795-100-100 and BR 795-400-100.

4.5 Trunk Provisioning and Servicing:

- 4.5.1 Orders between the Parties to establish, add, change or disconnect Trunks shall be processed by using an ASR. Sprint will have administrative control for the purpose of issuing ASR's. AT&T ILLINOIS will process a properly completed ASR within its current published provisioning timeframes unless defined as a project. Due dates for the installation of Trunk Groups covered by this Attachment shall be based on each of AT&T ILLINOIS's intra-state Switched Access Services intervals.
- 4.5.2 The Parties will jointly manage the capacity of Interconnection Trunk Groups. AT&T ILLINOIS may send a Trunk Group Service Request ("TGSR") to Sprint to trigger changes to the Interconnection Trunk Groups based on capacity assessment to address blocking or underutilization. The TGSR is a standard industry support interface developed by the OBF of the Carrier Liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. Telcordia Technologies Special Report STS000316 describes the format and use of the TGSR. Contact Telcordia technologies at 1-800-521-2673 regarding the documentation availability and use of this form.
- 4.5.3 Sprint will issue an ASR:
 - 4.5.3.1 Within three (3) Business Days after receipt of the TGSR in a blocking situation pursuant to Section 4.6.1.2.1; or
 - 4.5.3.2 Within twenty (20) Business Days after receipt of the TGSR in an underutilization situation pursuant to Section 4.6.2; or,
 - 4.5.3.3 Within ten (10) Business Days after receipt of the TGSR or other notification; or
 - 4.5.3.4 At any time as a result of Sprint's own capacity management assessment.
- 4.5.4 Upon review of the TGSR, if Sprint does not agree with the resizing, of the Interconnection Trunk Groups the Parties will schedule a joint planning discussion to take place and conclude within twenty (20) Business Days of Sprint's receipt of the TGSR. At the joint planning discussion, the Parties will resolve and mutually agree to the disposition of the TGSR.
- 4.5.5 If the Parties cannot agree on the resizing of the Interconnection Trunk Groups at the joint planning discussion, then either Party may invoke the dispute resolution provisions of this Agreement. Further, if AT&T ILLINOIS does not receive an ASR from Sprint, or if Sprint does not respond to the TGSR by scheduling a discussion with the other Party within the twenty (20) Business Day period, AT&T ILLINOIS will attempt to contact Sprint to schedule a joint planning discussion. If Sprint will not agree to meet within an additional five (5) Business Days and present adequate reason for keeping Trunks operational, AT&T ILLINOIS will issue ASR(s) to resize the Interconnection Trunks and associated Facilities.

4.6 Utilization/Underutilization and Design Blocking Criteria

4.6.1 Utilization:

- 4.6.1.1 Utilization shall be defined as Trunks required as a percentage of Trunks in Service.

4.6.1.2 In a Blocking Situation (Over-utilization)

- 4.6.1.2.1 In a blocking situation, Sprint will issue *an* ASR to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, AT&T ILLINOIS will issue a TGSR. Upon receipt of the TGSR Sprint will

issue an ASR pursuant to Section 4.5.3.1 Sprint will note “Service Affecting” on the ASR. Sprint will not be charged a non-recurring charge associated with an ASR that Sprint issues for a one-way originating trunk group from AT&T.

4.6.2 Underutilization

- 4.6.2.1 Underutilization of Interconnection Trunk Groups exists when provisioned capacity is greater than the current need. Underutilization will be addressed in the following manner:
- 4.6.2.2 If an Interconnection Trunk Group is under sixty-five percent (65%) of CCS capacity for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the Interconnection Trunk Group. In all cases, grade of service objectives shall be maintained.
- 4.6.2.3 Sprint will issue an ASR or AT&T ILLINOIS may send a TGSR to Sprint to trigger changes to the Interconnection Trunk Groups, based on capacity assessment.

4.6.3 Design Blocking Criteria:

- 4.6.3.1 Trunk requirements for forecasting and servicing shall be based on accepted industry/national guidelines for transmission standards and traffic blocking criteria. Forecasting Trunk projections and servicing Trunk requirements for Interconnection Trunk Groups shall be based upon time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available) for all final Trunk Groups. The average grade-of-service for Interconnection final Trunk Groups shall be the industry standard of one (1%) blocking.
- 4.6.3.2 When Trunks exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) Business Day study period, the Parties shall cooperate to increase the Trunks to the above blocking criteria in a timely manner. The Parties agree that twenty (20) Business Days is the study period duration objective. However, a study period may be less than twenty (20) business days, but, at a minimum, must be at least three (3) business days, to be used for engineering purposes.

4.6.4 Projects

- 4.6.4.1 As used in this Section 4.6.4, a project is defined as a request that will require coordinated activity between the Parties involving greater than eight (8) DS1s. Blocking situations and projects shall be managed through the AT&T ILLINOIS Interconnection Trunking Project Management group and Sprint's equivalent trunking group.
- 4.6.4.2 Projects require the coordination and execution of multiple orders or related activities between and among AT&T ILLINOIS and Sprint work groups, including but not limited to the initial establishment of Interconnection Trunk Groups and service in an area, NXX code moves, rehomes, facility grooming, or network rearrangements.
- 4.6.4.3 Orders that comprise a project, i.e., greater than eight (8) DS1s, shall be submitted at the same time, and their implementation shall be jointly planned and coordinated.
- 4.6.4.4 Projects - Tandem Rehomes/Switch Conversion/Major Network Projects
- 4.6.4.5 AT&T ILLINOIS will advise Sprint of all projects significantly affecting Sprint trunking. Such projects may include Tandem Rehomes, Switch Conversions and other major network changes. An Accessible Letter with project details will be issued at least six (6) months prior to the project due dates. AT&T ILLINOIS may follow with a TGSR approximately four (4) to six (6) months before the due date of the project. A separate TGSR will be issued for each Sprint Interconnection Trunk Group and will specify the required Sprint ASR issue date. Failure to submit ASR(s) by the required date may result in blocked calls.
- 4.6.4.6 AT&T ILLINOIS will not charge Sprint for non-recurring costs due to AT&T ILLINOIS' network changes.

4.7 Local Dialing Parity

- 4.7.1 Each Party shall provide local dialing parity, meaning that each Party's customers will not have to dial any greater number of digits than the other Party's customers to complete the same call.

4.8 Routing and Rating

- 4.8.1 ***Each Party shall be responsible for the delivery of traffic from its network to the appropriate POI.***
- 4.8.1.1 ***Sprint shall be responsible for the delivery of traffic from its network to the appropriate POI for the transport and termination of such traffic by AT&T ILLINOIS to an AT&T ILLINOIS End User Customer or for delivery by AT&T ILLINOIS to a subtending Third Party.***
- 4.8.1.2 ***AT&T ILLINOIS shall be responsible for the delivery of traffic from its network to the appropriate POI for the transport and termination of such traffic by Sprint or, for delivery by Sprint to a subtending Third Party.***
- 4.8.1.3 ***Except where the Parties utilize IP Interconnection, the Parties shall deliver all traffic destined for the other Party's network in accordance with the serving arrangements defined in the LERG.***
- 4.8.2 **Each Sprint NPA-NXX must have a single Rating Point, and that Rating Point must be associated with a Rate Center, as defined in the applicable AT&T ILLINOIS tariff, and as entered into the LERG. The geographical exchange area of the associated Rate Center must be served by an End Office Switch or other End Office Switches sub-tending the AT&T ILLINOIS Tandem Office Switch, where a Type 2A Trunk Group is located, or the End Office Switch where a Type 2B or Type 1 Trunk Group is located. The Rating Point may be designated anywhere in the LATA, when the Commission so rules in a proceeding binding AT&T ILLINOIS. The Rating Point does not have to be the same as the Routing Point.**
- 4.8.3 **Each NPA-NXX assigned to Sprint with a Rate Center outside the AT&T ILLINOIS franchise area must be entered into the LERG, such that (a) the NPA-NXX is accurately reflected as rated from the out-of-franchise Rate Center, and (b) the NPA-NXX is assigned to Sprint's serving switching entity or POI that is located inside the AT&T ILLINOIS franchise area, and (c) Sprint's switching entity, or POI serving the NPA-NXX, subtends or is homed on an AT&T ILLINOIS tandem.**
- 4.8.4 **All terminating traffic delivered by Sprint to a Tandem Office Switch destined for publicly dialable NPA-NXXs served by a switching entity that does not home on that Tandem Office Switch is misrouted. AT&T ILLINOIS shall provide notice to Sprint, pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, Sprint shall be given thirty (30) days to cure such misrouting.**
- 4.8.5 **The Parties shall deliver all traffic destined for the other Party's network in accordance with the serving arrangements defined in the LERG or via the most direct route to avoid inter-tandem routing.**
- 4.8.6 **For Type 2 Trunk Groups, (i.e., Type 2A and Type 2B) Sprint will obtain its own NXX codes from the administrator and will be responsible for (a) LERG administration, including updates, and (b) all ASR/WSR Translations Questionnaire ("TQ") Code opening information necessary for routing traffic on these Trunk Groups.**
- 4.8.7 **AT&T ILLINOIS will not route traffic to Sprint via a Third Party Tandem, and Sprint shall not route traffic to AT&T ILLINOIS via a Third Party Tandem.**
- 4.8.8 **If either Party originates IntraMTA Traffic destined for termination to the other Party, but delivers that traffic to the other Party using the Facilities of a Third Party Telecommunications Carrier any charges imposed by the Third Party Telecommunications Carrier are the responsibility of the originating Party. **Notwithstanding any other provision in this Agreement, neither Party is responsible for payment of such charges for traffic destined to the other Party, when the calling party is the End User of an IXC and not the End User of a Party, or when an IXC delivers traffic to the network of the terminating Party.****

4.8.9 **Sprint shall not route traffic it receives from or through an IXC that is destined for AT&T ILLINOIS' End Office Switches over the Interconnection Trunks provided by AT&T ILLINOIS to Sprint pursuant to this Agreement.**

4.8.10 All traffic received by AT&T ILLINOIS from Sprint at an End Office Switch must terminate to that End Office Switch. End Offices Switches do not perform Tandem-switching functions.

4.9 Trunk Group Data Exchange:

4.9.1 A Trunk Group utilization report ("TIKI") is available upon request by Sprint. The report is provided in MS-Excel format.

4.10 **Transmission and Routing Of Exchange Access Service Pursuant To Section 251(C)(2):**

4.10.1 **This Section provides the terms and conditions for the exchange of traffic between Sprint's End Users and AT&T ILLINOIS's End Users for the transmission and routing of Switched Access Services traffic.**

4.10.2 IXC ***Switched Access Service*** Traffic:

4.10.3 **All Switched Access Service** traffic between Sprint and the AT&T ILLINOIS Access Tandem or combined local/Access Tandem **that Sprint elects to route to or receive from destined to be routed to, or that has been routed from** an Interexchange Carrier ("IXC") connected with such AT&T ILLINOIS Access Tandem or combined local/Access Tandem, shall be transported over an Equal Access Trunk Group. This arrangement requires a separate Trunk Group employing a Type 2 interface, when AT&T ILLINOIS is not able to record Sprint-originated traffic to an IXC. Sprint also will provide to AT&T ILLINOIS, using industry standard data record formats, recordings of all calls (both completed calls and attempts) to IXCs from Sprint's network, using Trunks employing a Type 2A interface. This Equal Access Trunk Group will be established for the transmission and routing of ***Switched Access Service*** **all** traffic between Sprint's End Users and IXCs, via an AT&T ILLINOIS Access Tandem, or combined local/Access Tandem. **Where a separate Equal Access Trunk Group is used, Sprint is solely financially responsible for the Facilities, termination, muxing, Trunk ports and any other equipment used to provide such Equal Access Trunk Groups.**

4.10.4 **Terminating InterMTA Traffic:**

4.10.4.1 **Terminating InterMTA Traffic shall be routed over Sprint's Switched Access Services Trunks and Facilities (FG-D).**

4.10.5 **Originating Landline to CMRS Inter-MTA Traffic:**

4.10.5.1 **This traffic is routed over the Local Interconnection Trunks.**

4.10.6 **Both Parties agree to abide by the resolution for Ordering and Billing Forum ("OBF") Issue 2308-Recording and Signaling Changes Required to Support Billing.**

5.0 Transit Traffic - Illinois

5.1 Introduction

5.1.1 This Section 5.0 sets forth the rates, terms and conditions for AT&T ILLINOIS's Transit Traffic Service when AT&T ILLINOIS acts as a Transit Service Provider for Sprint. AT&T ILLINOIS's Transit Traffic Service is provided to Telecommunications Carriers for Telecommunications Traffic that does not originate with, or terminate to, AT&T ILLINOIS's End Users. Transit Traffic Service allows Sprint to exchange ***Sprint originated*** traffic with a Third Party Terminating Carrier, to which Sprint is not directly interconnected, **and it allows Sprint to receive traffic originated by a Third Party Originating Carrier.**

5.1.2 AT&T ILLINOIS offers Transit Traffic Services to interconnected WSPs.

5.2 Responsibilities of the Parties

- 5.2.1 AT&T ILLINOIS will provide Sprint with AT&T ILLINOIS's Transit Traffic Service to all Third Party Terminating Carriers with whom AT&T ILLINOIS is interconnected, but within AT&T ILLINOIS' LATA, or outside of that LATA, to the extent a LATA boundary waiver exists (***e.g. an InterLATA extended area service situation***).
- 5.2.2 Transit Traffic Service rates apply to all Transit Traffic that originates on Sprint's network. Transit Traffic Service rates are only applicable when calls do not originate with (or terminate to) an AT&T ILLINOIS End User.

5.3 Sprint Originated Traffic

- 5.3.1 Sprint acknowledges and agrees that it is solely responsible for compensating Third Party Terminating Carriers for Transit Traffic that Sprint originates. AT&T ILLINOIS will directly bill Sprint AT&T ILLINOIS's charges for Sprint-originated Transit Traffic. AT&T ILLINOIS will not act as a billing intermediary, i.e., clearinghouse, between Sprint and Third Party Terminating Carriers, nor will AT&T ILLINOIS pay any termination charges to the Third Party Terminating Carriers on behalf of Sprint.

5.3.2 Transmission of Traffic.

- 5.3.2.1 **Sprint will not send traffic to AT&T ILLINOIS that is destined for the network of a Third Party unless Sprint has an agreement to exchange traffic with that Third Party.**

- 5.3.3 If Sprint originates Transit Traffic destined to a Third Party Terminating Carrier with whom Sprint does not have a traffic compensation arrangement, **then Sprint will indemnify, defend and hold harmless AT&T ILLINOIS against any and all Losses, including, without limitation, charges levied by such Third Party Terminating Carrier against AT&T ILLINOIS for such Transit Traffic. Furthermore, If Sprint originates Transit Traffic destined for a Third Party Terminating Carrier with whom Sprint does not have a traffic compensation arrangement** and a regulatory agency or court orders AT&T ILLINOIS to pay such Third Party Terminating Carrier for the Transit Traffic AT&T ILLINOIS has delivered to the Third Party Terminating Carrier, then Sprint will indemnify AT&T ILLINOIS for **any such valid 251(b)(5) termination charges and all Losses** related to such regulatory agency or court order. **The Parties will follow the Indemnification Procedures contained in Section 16.2 of the General Terms and Conditions, including, but not limited to, Transit Traffic termination charges, interest on such Transit Traffic termination charges, and any billing and collection costs that AT&T ILLINOIS may incur to collect any of the foregoing charges, interest or costs from Sprint.**

- 5.3.4 Sprint shall be responsible for sending CPN and other appropriate information, as applicable, for calls delivered to AT&T ILLINOIS's network. Sprint shall not strip, alter, modify, add, delete, change, or incorrectly assign or re-assign any CPN. If AT&T ILLINOIS identifies improper, incorrect, or fraudulent use of local exchange services, or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, then Sprint agrees to cooperate to investigate and take corrective action. If Sprint is sending CPN to AT&T ILLINOIS, but AT&T ILLINOIS is not receiving proper CPN information, then Sprint will work cooperatively with AT&T ILLINOIS to correct the problem. **If AT&T ILLINOIS does not receive CPN from Sprint, then AT&T ILLINOIS cannot forward any CPN to the Third Party Terminating Carrier, and Sprint will indemnify, defend and hold harmless AT&T ILLINOIS from any and all Losses arising from Sprint's failure to include CPN with Transit Traffic that AT&T ILLINOIS delivers to a Third Party Terminating Carrier on behalf of Sprint.**

- 5.3.5 Sprint, when acting as an originating carrier of Transit Traffic, has the sole responsibility for providing appropriate information to ***AT&T ILLINOIS*** to identify ***Sprint*** Transit Traffic to Third Party Terminating Carriers.

5.4 Sprint Terminated Traffic

- 5.4.1 Sprint shall not charge AT&T ILLINOIS when AT&T ILLINOIS provides Transit Traffic Service ***to a Third Party Originating Carrier as the Transit Service Provider for calls terminated to Sprint.***
- 5.4.2 **Where AT&T ILLINOIS is providing Transit Traffic Service to Sprint,** AT&T ILLINOIS will pass the CPN received from the Third Party Originating Carrier to Sprint. **If AT&T ILLINOIS does not receive CPN from**

the Third Party Originating Carrier, then AT&T ILLINOIS cannot forward CPN to Sprint; therefore, Sprint will indemnify, defend and hold harmless AT&T ILLINOIS from any and all Losses arising from or related to the lack of CPN in this situation. If AT&T ILLINOIS or Sprint identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN from a Third Party Originating Carrier, Sprint agrees to cooperate with AT&T ILLINOIS and the Third Party Originating Carrier to investigate and take corrective action. If the Third Party Originating Carrier is sending CPN, but AT&T ILLINOIS or Sprint is not properly receiving the information, then Sprint will work cooperatively with AT&T ILLINOIS and the Third Party Originating Carrier to correct the problem.

- 5.4.3 Sprint agrees to seek terminating compensation for Transit Traffic directly from the Third Party Originating Carrier. AT&T ILLINOIS, as the Transit Service Provider, is not obligated to pay Sprint for such Transit Traffic and AT&T ILLINOIS is not to be deemed as the default originator of such Transit Traffic or be considered as the default originator.

5.5 Transit Traffic Routing/Trunk Groups

- 5.5.1 When Sprint has one or more switches in a LATA and it desires to exchange Transit Traffic with Third Parties through AT&T ILLINOIS, Sprint shall trunk to AT&T ILLINOIS Tandems in such LATA pursuant to terms in this Attachment 02. In the event Sprint has no switch in a LATA in which it desires to send Transit Traffic through AT&T ILLINOIS, Sprint shall establish one or more POIs within such LATA and trunk from each POI to AT&T ILLINOIS Tandems in such LATA pursuant to terms in this Attachment 02.

- 5.5.2 **Sprint shall route Transit Traffic to the AT&T ILLINOIS Tandem Office Switch from which the Third Party Terminating Carrier switch subtends.**

- 5.5.3 ***Except when the Parties utilize IP Interconnection,*** Transit Traffic not routed ***in accordance with this Attachment 2 to the appropriate AT&T ILLINOIS Tandem by Sprint*** shall be considered misrouted. Transit Traffic routed by Sprint through any AT&T ILLINOIS End Office Switch shall be considered misrouted. Upon written notification from AT&T ILLINOIS of misrouting of Transit Traffic, Sprint will correct such misrouting within sixty (60) days.

- 5.6 Facilities and trunking (ordering, provisioning, servicing, etc.) pursuant to Sprint's Agreement and in this Attachment 02, used to route IntraMTA Traffic will be used to route Transit Traffic **for AT&T ILLINOIS Direct Trunking Requirements.**

- 5.7 When Transit Traffic originated by Sprint requires twenty-four (24) or more trunks to a single Third Party Terminating Carrier upon sixty (60) days written notice from AT&T ILLINOIS, Sprint shall establish a direct trunk group or alternate transit arrangement between itself and the Third Party Terminating Carrier. Once a Trunk Group has been established, Sprint agrees to cease routing Transit Traffic through the AT&T ILLINOIS Tandem to the Third Party Terminating Carrier (described above), unless AT&T ILLINOIS and Sprint mutually agree otherwise.

- 5.7.1 Sprint shall route Transit Traffic through AT&T ILLINOIS Tandem Office Switches and not through AT&T ILLINOIS End Office Switches.

5.8 Transit Traffic Rate Application

- 5.8.1 Unless otherwise specified, the applicable Transit Traffic Service rate applies to all ***Sprint originated*** Transit Traffic MOUs. Sprint agrees to compensate AT&T ILLINOIS as a Transit Service Provider at the rate set forth in the Pricing Sheet.

6.0 Traffic Compensation [Sprint language]

- 6.1 ***An originating Party will only compensate the terminating Party for traffic originated by the originating Party. Under no circumstances will a Party be charged for traffic originated by the other Party.***

6.2 Classification of Authorized Services Traffic Usage.

- 6.2.1 ***Authorized Services traffic exchanged between the Parties pursuant to this Agreement will be classified as (a) IntraMTA Traffic, (b) Non-Toll InterMTA Traffic, (c) Toll InterMTA Traffic, (d) Transit Service Traffic, or (e) VoIP-PSTN Traffic.***

- 6.2.2 ***Authorized Services traffic exchanged between the Parties over Interconnection Facilities will be compensated as follows:***
- 6.2.2.1 ***IntraMTA Traffic originated on the Parties' networks and exchanged between the Parties both directly and indirectly will be bill and keep. Specifically, each Party will bill its End Users for the IntraMTA Traffic originated by such Party and will be entitled to retain all revenues from such traffic without payment of further compensation to the other Party.***
 - 6.2.2.2 ***Non-Toll InterMTA Traffic, originated on the Parties' networks and exchanged between the Parties both directly and indirectly will be bill and keep. Specifically, each Party will bill its End Users for the Non-Toll InterMTA Traffic originated by such Party and will be entitled to retain all revenues from such traffic without payment of further compensation to the other Party.***
 - 6.2.2.3 ***Toll InterMTA Traffic originated on the Parties' networks and exchanged directly between the Parties will be billed by the terminating Party and compensated by the originating Party at the applicable transition interstate switched access rate as identified in the Pricing Sheet to this Agreement. The Parties acknowledge, however, that the amount of Toll InterMTA traffic, if any, is de minimus and, accordingly, will be treated the same as Non-Toll InterMTA Traffic.***
 - 6.2.2.4 ***Transit Services Traffic provided pursuant to this Agreement will be compensated at the appropriate rate agreed to between the Parties. As of the Effective Date, the Transit Services Traffic rate per minute of use is \$0.00035.***
 - 6.2.2.5 ***VoIP-PSTN Traffic (including, without limitation, voice over Internet protocol ("VoIP") traffic) exchanged between the Parties shall be considered, as appropriate, IntraMTA Traffic, Non-Toll InterMTA Traffic, Toll InterMTA Traffic, or Transit Services Traffic, and compensation for such traffic shall be at the applicable rate. Accordingly, no additional or separate measurement or tracking of VoIP-PSTN Traffic shall be necessary.***

6.0 Traffic Compensation.[AT&T Language]

6.1 Classification of Traffic.

- 6.1.1 Telecommunications traffic exchanged between AT&T ILLINOIS and Sprint pursuant to this Agreement will be classified as IntraMTA Traffic, IXC traffic, or InterMTA Traffic.
- 6.1.2 IP-enabled (including, without limitation, voice over Internet protocol ("VoIP") traffic originated and terminated between the Parties in the mobile-to-land and the land-to-mobile direction shall be treated as Telecommunications traffic for purposes of this Agreement, and compensation for such traffic shall be based on the jurisdictional end points of the call.

6.2 Compensation for IntraMTA Authorized Services Interconnection:

- 6.2.1 Compensation rates for Interconnection are contained in the Pricing Sheet attached hereto.
- 6.2.2 Bill-and-Keep. Subject to the limitations set forth below in Section 6.2.3 below, neither Party shall compensate the other for IntraMTA Traffic exchanged between the Parties; provided, however, that such calls are sent over Interconnection Trunks as described in Section 4.0 above.
- 6.2.3 Traffic Not Subject to Bill-and-Keep.
 - 6.2.3.1 Exclusions. Bill-and-keep shall apply solely to the transport and termination of IntraMTA Traffic sent over Interconnection Trunk Groups and shall not apply to the following, including but not limited to:
 - 6.2.3.1.1 Non-CMRS traffic (traffic that is not intended to originate or terminate to a mobile station using CMRS frequency);
 - 6.2.3.1.2 Toll-free calls, (e.g., 800/888, Information Services Traffic, 500 and 700 calls);
 - 6.2.3.1.3 Third Party Traffic;

- 6.2.3.1.4 Non-facility based traffic;
- 6.2.3.1.5 Paging Traffic;
- 6.2.3.1.6 InterMTA Traffic;
- 6.2.3.1.7 IXC Traffic; and,
- 6.2.3.1.8 Any other type of traffic found to be exempt from bill-and-keep by the FCC or the Commission.

6.3 Recording and Tracking

- 6.3.1 Each Party will record its terminating minutes of use for all calls from the other Party. Recordings shall be based on Conversation MOUs and are measured in total conversation time seconds, which are totaled (by originating and terminating CLLI code) for the monthly billing cycle and then rounded up to the next whole minute. Except as specifically provided herein, each Party shall use procedures that record and measure actual usage for purposes of providing invoices to the other Party.
- 6.3.2 Except as provided in this Section 6.0 see the General Terms and Conditions for general billing requirements.

6.4 Compensation for InterMTA Traffic:

6.4.1 Terminating InterMTA Traffic:

- 6.4.1.1 All Sprint terminating InterMTA Traffic is subject to the rates, terms and conditions set forth in AT&T ILLINOIS's federal and/or state access service tariffs and is owed and payable to AT&T ILLINOIS. All Sprint terminating InterMTA Traffic must be routed over Switched Access Services trunks and facilities purchased by Sprint from AT&T ILLINOIS's federal and/or state access service tariffs.
- 6.4.1.2 Sprint terminating InterMTA Traffic shall not be routed over IntraMTA Interconnection or Equal Access Interconnection Trunks; however, the Parties agree that for any terminating InterMTA Traffic that is improperly routed over IntraMTA Interconnection or Equal Access trunks, based on data from AT&T ILLINOIS traffic studies, AT&T ILLINOIS is authorized to charge, and Sprint will pay to AT&T ILLINOIS for such traffic, the Terminating InterMTA Traffic rate stated in the applicable intrastate and/or interstate Switched Access tariff(s).
- 6.4.1.3 Sprint agrees to provide Jurisdictional Information Parameter ("JIP") in the call record for all Sprint-originated IntraMTA and InterMTA Traffic, as set forth in ATIS' Network Interconnection Interoperability Forum reference document ATIS-0300011. For all traffic measurements, AT&T ILLINOIS will use JIP as the preferred method to classify the call as InterMTA-Interstate and InterMTA-Intrastate for usage billing. If Sprint fails to populate JIP in accordance with the industry standard, then AT&T ILLINOIS will use either Originating Location Routing Number ("OLRN"), or originating NPA/NXX (calling party), or any another mutually agreed upon indicator that identifies cell site or originating Mobile Telephone Service Office ("MTSO") to classify the call as InterMTA-Interstate and InterMTA-Intrastate for usage billing.
- 6.4.1.4 AT&T ILLINOIS will perform traffic studies quarterly to determine if Sprint is sending terminating InterMTA Traffic over Local Interconnection or Equal Access trunks. If Sprint is sending such traffic, AT&T ILLINOIS will update the percentage of terminating InterMTA Traffic billed to Sprint in accordance with results of such studies. AT&T ILLINOIS agrees to notify Sprint of updates to the terminating InterMTA Traffic percentages on a quarterly basis, and the Parties agree that the updated percentage will be used to bill terminating InterMTA Traffic for the following quarter. Further, the Parties agree that amounts owed for terminating InterMTA will be paid by the due date. Disputes will be governed by the Dispute Resolution provisions of the General Terms & Conditions.

6.4.2 Originating Landline-to-Sprint InterMTA Traffic:

- 6.4.2.1 For AT&T ILLINOIS originated landline-to-Sprint traffic that, at the beginning of the call: (a) originates on AT&T ILLINOIS's network in one MTA; and, (b) is delivered to the mobile unit of Sprint's End User located in another MTA, AT&T ILLINOIS shall charge and Sprint shall pay a combined switched network access service rate of fifty percent (50%) inter-state and fifty percent (50%) intrastate per minute of use for such originating InterMTA Traffic, and shall be billed in accordance with the applicable Switched Access intrastate and/or interstate tariff(s). Sprint shall not charge and AT&T ILLINOIS shall not pay reciprocal compensation for originating landline-to-Sprint InterMTA Traffic.
- 6.4.2.2 Until such time as the Parties can measure originating landline-to-Sprint Inter-MTA Traffic, a surrogate usage percentage, as stated in the Pricing Sheet attached hereto, will be applied to the total minutes originated by AT&T ILLINOIS's End Users that are delivered to Sprint's network over the Interconnection Trunks.

6.5 Additional Responsibilities of the Parties:

- 6.5.1 Each Party will perform the necessary recording for all calls from the other Party, and shall also be responsible for all billing and collection from its own End Users.
- 6.5.2 Each Party will be responsible for the accuracy and quality of its data submitted to the other Party.
- 6.5.3 Where SS7 connections exist, each Party will include in the information transmitted to the other Party, for each call being terminated on the other Party's network, where available, the original and true Calling Party Number ("CPN").
- 6.5.4 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.
- 6.5.5 For AT&T ILLINOIS, the Party that performs the SSP function (launches the query to the 800 database) will bill the 800 Service Provider for this function.

7.0 Meet Point Billing ("MPB") for Switched Access Services.

- 7.1 This Section 7 only applies when Sprint and AT&T ILLINOIS jointly provide tandem switched Feature Groups B or D services to or from an IXC.
- 7.2 Pursuant to the procedures described in the Multiple Exchange Carrier Access Billing ("MECAB") document, developed by the Alliance for Telecommunications Industry Solutions' ("ATIS") Ordering and Billing Forum ("OBF"), the Parties shall provide to each other the Switched Access Services detail usage data, on a per LATA basis, for jointly provided tandem switched Feature Groups B or D services to or from an IXC. As detailed in the MECAB document, the Parties will, in a timely fashion, exchange all information necessary to accurately, reliably and promptly bill Access Service customers for Switched Access Services traffic jointly provided via the meet-point billing arrangement. Information shall be exchanged in Electronic Message Interface ("EMI") format, via a mutually acceptable electronic file transfer protocol. The Parties agree to exchange the Switched Access Services detail usage data to each other on a reciprocal, no charge basis.
- 7.3 Each Party agrees to provide the other Party with Access Usage Records ("AURs"), based upon mutually agreed upon intervals. Each Party shall provide the other Party with the billing name, billing address, and carrier identification code ("CIC") of the IXCs that may utilize any portion of the notifying Party's network in a Meet Point Billing ("MPB") arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. The Parties shall provide this information to each other, except where proprietary restrictions prohibit disclosure. Each Party will be entitled to reject a record that does not contain a CIC code.
- 7.4 Other Responsibilities of the Parties:
- 7.4.1 The Parties will each bill the IXC for their portion of the Switched Access Services, as stated in each Party's respective access tariff or contract with the IXC, based on the billing percentages stated below.
- 7.4.2 Sprint may designate AT&T ILLINOIS' Access Tandem switch for the purpose of originating or terminating IXC traffic. For the Access Tandem switch designated, the Parties agree that the billing percentage to be

utilized to bill Switched Access Services customers for jointly provided Switched Access Services traffic shall be at any mutually agreed upon billing percentage(s).

- 7.4.3 The Parties shall undertake all reasonable efforts to ensure that the billing percentages and associated information, as described in the MECAB document identified in Section 7.2 above, are maintained in their respective federal and state access tariffs or contract with the IXC, as required, until such time as such information is included in the National Exchange Carrier Association ("NECA") FCC Tariff No. 4.
- 7.4.4 Each Party shall implement the "Multiple Bill/Single Tariff" option described in the MECAB document identified in Section 7.2 above, so that each Party bills the IXC for its portion of the jointly provided Switched Access Services.